

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 9/13/2012

Action Requested By:
Landscape
Management

Agenda Item Type
Resolution

Subject Matter:

Resolution authorizing an agreement between the City of Huntsville and ADEM for educational media and purchasing of recycling carts.

Exact Wording for the Agenda:

Resolution authorizing an agreement between the City of Huntsville and ADEM for educational media and purchasing of recycling carts.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: Select...

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Resolution authorizing an agreement between the City of Huntsville and ADEM for educational media and purchasing of recycling carts.

Associated Cost: 0

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: 9-7-12

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Landscape Management

Council Meeting Date: 9/13/2012

Department Contact: Joy H. McKee

Phone # 256-427-5048

Contract or Agreement: Alabama Recycling Fund Grant Agreement

Document Name: Alabama Recycling Fund Grant Agreement

City Obligation Amount: \$0

Total Project Budget: \$10,189.00

Uncommitted Account Balance:

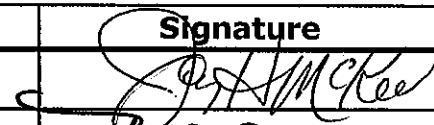
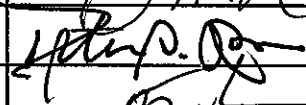

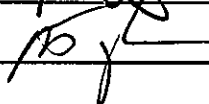
Account Number:

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>State Other</u>	Grant Name: <u>Alabama Recycling Fund Grant Agreement</u>
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Department	Signature	Date
1) Originating		9-7-12
2) Legal		9-10-12
3) Finance 		9/11/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and ADEM, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Grant Agreement between the City of Huntsville and the Alabama Department of Environmental Management (ADEM)," consisting of thirteen (13) pages and the date of September 13, 2012, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 13th day of September, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 13th day of September, 2012.

Mayor of the City of
Huntsville, Alabama

LANCE R. LEFLEUR
DIRECTOR



ROBERT J. BENTLEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

August 22, 2012

Ms. Susan Weber
City of Huntsville-Operation Green Team
P O Box 308
Huntsville, Alabama 35804

Dear Ms. Weber,

Enclosed are two copies of the grant agreement between the Jefferson County Board of Health and the Alabama Department of Environmental Management. Please review the agreement thoroughly. Once your review is complete, initial the top of each page of both copies and have the responsible official sign both copies where indicated. Return both signed copies to our office:

ATTN: Delicia Northcutt
ADEM/Solid Waste Branch
P O Box 301463
Montgomery, AL 36130-1463

If you have any questions please contact me at 334-271-7973 or by e-mail at rdn@adem.state.al.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Delicia Northcutt", is written over a circular stamp that is partially visible.

Delicia Northcutt
ADEM Recycling Program
Materials Management Section

DN/

Enclosures

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S. W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
4171 Commanders Drive
Mobile, AL 36615-1421
(251) 432-6533
(251) 432-6598 (FAX)

Grantee Initials SW

Alabama Recycling Fund Grant Agreement

Grantee: City of Huntsville – Operation Green Team
Contact Person: Susan Weber
Address: 308 Fountain Circle, Huntsville, Alabama 35804
Email: susan.weber@huntsvilleal.gov
Telephone: 256-564-8084

Responsible Person: Tommy Battle
Address: P O Box 308, Huntsville, Alabama, 35804
Email: susan.weber@huntsvilleal.gov
Telephone: 256-564-8084

Grant reimbursements should be made payable to: City of Huntsville

Grant reimbursements mailed to this address: P O Box 308
Huntsville, Alabama 35804

Grant Period: October 1, 2012 to September 30, 2013
Amount Awarded: \$10,189.00
Semiannual Report Due Dates: October 15th & April 15th

The Alabama Department of Environmental Management (ADEM) is the administrative agency for recycling projects approved for expenditure of funds under the Alabama Recycling Fund Grant Program. The Alabama Recycling Funds Grant Program is further defined in Chapter 335-13-10 of the Alabama Solid Waste Regulations. The City of Huntsville submitted to ADEM on March 1, 2012 an application for recycling grant funds.

A maximum of \$10,189.00 inclusive of all costs will be granted for this project to the City of Huntsville – Operation Green Team (hereinafter referred to as the Grantee) by ADEM (hereinafter referred to as Department). Reimbursement of expenditures will be limited to and in accordance with the program budget submitted by the grantee and may be found as Attachment B of this Agreement.

GENERAL REQUIREMENTS

The Grantee is responsible for compliance with state and any applicable local Solid Waste Management Plans and regulations and requirements of Alabama Recycling Fund and completion of the activities in the Grant Application that was submitted by the Grantee, except as modified and superseded by this agreement.

President of City Council

9/13/2012

Grantee Initials SPW**GENERAL PROJECT SUMMARY**

The City of Huntsville has requested funding to purchase RFID equipped carts to be used at special events in the community and at local athletic facilities to encourage citizens to recycle. Funding has also been requested to promote recycling through signage, television and radio advertisements.

BUDGET AND EXPENDITURES

The approved project budget and maximum reimbursable expenditures is further detailed in Attachment B of this Agreement. Any exceptions must be attached to this Agreement as an amendment which has been signed by the Department and Grantee. The approved budget is further categorized as follows:

Itemized Budget

Item	Amount
RFID carts (100)	\$5,189.00
Local outreach including television and radio ads; signs	\$5,000.00
Total	\$10,189.00

Categorized Budget

Budget Item	Expenditure
Infrastructure (equipment, buildings, land, etc.)	\$ 5,189.00
Personnel (salaries, benefits, etc.)	\$
Education (materials, radio/TV, hand-outs, etc.)	\$ 5,000.00
Professional Services (consultants, engineering, planning)	\$
Total Budget	\$ 10,189.00

TIMELINE OF ACTIVITIES

The grantee has submitted the following descriptive timeline for implementation of the approved recycling project. This timeline of activities for completion is conditional for continued reimbursement as detailed in this Agreement.

Activity	Timeline
Purchase of RFID carts	Within 12 months of grant award
Launch of outreach campaign	Within 12 months of grant award

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EVALUATION METHOD

The Grantee will evaluate the overall project as detailed in the Scope of Services. Such evaluations shall be reported in semi-annual and/or final reports submitted to the Department and is conditional for continued reimbursement as detailed in this Agreement.

REVENUE DISBURSEMENT

Funds will be reimbursed to the responsible official as indicated on page 1 of this agreement unless otherwise stated below.

SWMP CONSISTENCY

If the Grantee has been awarded funding to revise a Solid Waste Management Plan (SWMP), the SWMP must first be revised and approved by the Department before reimbursement will be made for any other activities associated with this agreement.

ALLOWABLE COSTS

Expenditures shall be limited to the allowable costs as stated in this agreement and in accordance with AFWGP as stated in Chapter 335-13-10. The Grantee shall not retain any grant funds in excess of actual Recycling Program expenses.

REPORTING REQUIREMENTS

The grantee shall provide the Department semi-annual reports as required by Attachment A: Scope of Services and shall comply with requests for information as the Department may require in order to fulfill the requirements of this agreement and applicable regulations regarding Alabama Recycling Fund Grants and recycling facility (materials recovery facility) regulations which will be contained in Code of Alabama 335-13-10 once promulgated.

RETENTION OF DOCUMENTS

Department personnel will monitor the implementation and timeline of activities and expenditures covered under this agreement. All documents related to this agreement including bids, requests for proposals, invoices, contractual agreements, reports, approvals and correspondence with the Department associated with this agreement must be kept updated and readily accessible to Department staff for at least five (5) years from the execution of the grant agreement and as otherwise required herein. Copies of records shall also be included with each semi-annual report submitted by the Grantee.

REIMBURSEMENT

To receive reimbursement, records to include bid documents, receipts and invoices shall be submitted with each semiannual report. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. All requests for advance funds shall be made to and approved by the Department before

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purchasing. Reimbursement for any purchases or agreement to purchase made prior to the effective date of this grant agreement without prior written approval may be determined to be ineligible for reimbursement. All requests for reimbursement must be received by November 1st. The Department, at its sole discretion, may request additional justification or documentation relating to any expenditure of grant funds. If this grant agreement includes the disbursement of funds for any purpose as may be deemed operating subsidies by the Department, the grantee shall provide to the Department, in the form of a written report submitted within one (1) year of grant execution, documentation that such subsidies will no longer be required from any future Alabama Recycling Fund Grant or Fund disbursement.

REGIONAL PARTNERSHIPS

If this grant agreement involves multiple entities as the grantee, written agreements including those concerning grant funds, revenue disbursement, and the responsibilities of each entity shall be required. All such agreements are binding as if incorporated herein.

FAILURE TO COMPLY

The Department may terminate a grant award in whole or in part and demand refund of grant funds when there is substantial non-compliance with the terms of the award or these rules, a determination made by the Department that the grant was obtained by fraudulent means, found that grant monies have been used for non-allowable costs, or a determination made by the Department that gross abuse or corrupt practices have been used in the administration of the grant project by the Grantee. The Department shall give written notice to the Grantee (via certified mail, return receipt requested) of its intent to terminate a Fund grant, in whole or in part, at least 30 days prior to the intended date of termination. The Department shall afford the Grantee an opportunity for consultation prior to any termination. After such opportunity for consultation, the Department may, in writing (via certified mail, return receipt requested) terminate the Fund in whole or in part. Such action may also result in the Department declaring the Grantee ineligible for further participation in the program until the Grantee complies with the terms of the grant agreement.

AMENDMENTS

Any amendments or modifications to this grant agreement must be submitted by the listed responsible official and be approved by the Department in writing before becoming effective. Any and all amendments shall be as if incorporated herein.

PROMOTIONAL, EDUCATIONAL and OTHER MATERIALS

A copy of promotional and educational materials developed as part of this agreement shall be submitted electronically to the Department prior to public distribution. The Department shall have the right to use any printed materials developed as part of this agreement in any manner the Department deems appropriate. The use of grant funds provided through this agreement utilized for the development and or publication of promotional, educational, and other materials shall cause the same to include the

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Department logo and the following statement, "This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund." Such materials shall be maintained by the grantee according to requirements for document retention included herein. Such materials may also not be copyrighted or reserved in any manner.

Grantee Initials

SPW

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

This Agreement is entered into between the City of Huntsville (Grantee) and the Alabama Department of Environmental Management (Department) pursuant to an appropriation from the Alabama Recycling Fund (Fund). This Agreement will provide for a recycling project in Madison County.

The parties hereto agree as follows:

1. Scope of Services

The Grantee will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Grantee an amount not to exceed \$10,189.00 for the services performed under this Agreement. Unless otherwise specified in the workplan, any mileage, travel and per diem costs identified in the budget located herein will be reimbursed in accordance with state law.

B. Unless pre-approved by the Department, the Grantee shall submit invoices not more than once per semi-annual period and in conjunction with the semi-annual report to the Department for actual cost(s) incurred. The final invoice shall be submitted by November 1st.

C. Prior to the purchase of any items or the execution of any printing contracts under this agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value greater than \$3,000.00, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

D. The Grantee agrees to provide \$0.00 in funds on the project, in addition to the amount noted in subparagraph 2A. The Grantee shall submit statements itemizing the expenditure of those funds.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed unless previously approved by the Department, and shall terminate 12 months from the date of execution unless extended by the Department. This Agreement is conditioned upon the receipt of sufficient funds from the

Grantee Initials

SPW

Fund and is subject to termination in the event of proration of the Fund. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties but under no circumstances shall the expiration date be extended or the contract amount be increased without approval in accordance with Section 29-2-41 Code of Alabama 1975.

4. Termination of Agreement for Cause

If, through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Grantee may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Grantee shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Grantee shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the Scope of Services of the Grantee to be performed hereunder. Such changes, including any increases or decreases in the amount of the Grantee's compensation, which are mutually agreed upon by and between the Department and the Grantee shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities

Grantee Initials

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Act. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee shall insert a similar provision in all subagreements for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Grantee shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Grantee under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

Grantee Initials sfw

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Grantee.

15. Audits and Access to Records

The Grantee agrees to abide by the requirements of Code of Alabama 335-13-10. The Grantee agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of the Department or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of five (5) years from the date of submission of the final report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Grantee involving this Agreement. The Grantee agrees to provide access to any or all documents, papers, records and directly pertinent books of the Grantee involving transaction related to this Agreement upon written request from the Department.

16. Taxes

The Grantee is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Grantee Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Grantee or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement unless otherwise provided by law.

18. Not to Constitute a Debt of the State/Settlement of Claims

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void. The Grantee's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. For any disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the

Grantee Initials sfw

recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Requisite Reviews and Approvals

The Grantee acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals and shall not begin performing work under this Agreement until notified to do so by the Alabama Department of Environmental Management.

CITY OF HUNTSVILLE

By: _____
Tommy Battle
Mayor

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: _____
Lance R. LeFleur
Director

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this
the _____ day of _____, _____.

Grantee Initials SPW

**ATTACHMENT A
SCOPE OF SERVICES**

Upon the effective date of Agreement signature, the city of Huntsville (Grantee), agrees to effectively and expeditiously facilitate the following Scope of Services:

1. The Grantee will follow and abide by the Agreement as approved or amended. The Grantee will obtain permission from the Department for project related changes or modifications, revisions, and/or amendments to the latest approved agreement prior to expenditure of funds.
2. No deviations from the approved project budget or expenditure of funds other than for the purposes stated in the latest approved agreement are authorized without prior approval from the Department.
3. All funded project reports and financial records will be maintained by the recipient and made available for review and disclosure for a minimum of five years following the grant closeout date of September 30, 2013.
4. The Grantee will submit semi-annual Project Status Reports to the Department within 15 days following the end of the previous semesters ending on March 31st and September 30th each year for the duration of the project period. These semi-annual reports will, at a minimum, include the status of each project objective and milestone, expenditures of any funds, quantity of recyclable materials collected by material type with out-of-state generated materials reported separately from in-state, price(s) received for marketed recyclables by material type, destination of marketed materials, documented increase in collections and participation, and educational/outreach activities conducted and evaluations thereof. If estimation is utilized in providing data, the method of estimation shall also be included in each semi-annual report. Reports shall not be inconsistent with accounting and record-keeping methods such entities may be required to follow by the Alabama Department of Examiners of Public Accounts.
5. A comprehensive Final Project Report with an Abstract (generalized project summary) will be submitted by the Grantee to the Department within forty-five (45) days of the agreement end date. All project outputs and deliverables will be submitted with, or prior to, submittal of the Final Report and Abstract.
6. Project related videos, films, computer disks, printed information, and other products or materials produced using Alabama Recycling Grant funds must include the Department logo, prominently displayed, along with the following prominently and conspicuously displayed acknowledgement language: "This project was funded or partially funded by the Alabama Department of Environmental Management through a grant from the Alabama Recycling Fund."

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Grantee Initials AFW

**ATTACHMENT B
PROJECT BUDGET**

Item	Amount
RFID carts (100)	\$5,189.00
Local outreach including television and radio ads; signs	\$5,000.00
Total	\$10,189.00

Grantee Initials LFW

7. All education and training related videos, films, computer diskettes, manuals, brochures, and other products and material outputs/deliverables produced will be submitted by the Grantee in Draft form to the Department for review and approval prior to additional grant funds being expended for Final deliverable/output products to be printed, produced, copied, or disseminated.
8. The Grantee agrees to submit a project newsletter article to the Department for potential publication or dissemination in any manner as the Department may determine, at least annually, for the duration of the project period.
9. The Grantee agrees to submit at least one project description or project status news article for distribution to local area newspapers or to various other local public media, at least annually, for the duration of the project period.
10. The Grantee agrees to comply with all requirements and conditions specified in local, state, or federal rules, regulations, laws or ordinances. Grant funding for this project is, at a minimum, subject to Alabama Recycling Fund Grant Regulations contained in ADEM Administrative Code 335-13-10.
11. The Grantee will inform the Department as soon as problems, delays, or adverse conditions become known which will materially impair the ability to complete this Agreement, or to meet outputs/outcomes/milestones specified in this Agreement, for the duration of the Agreement.
12. Property (equipment greater than \$5,000 cost) that is purchased in whole or in part with grant funds must be properly managed (e.g. inventory, control system, maintenance, storage, etc.,) for at least 5 years.